

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

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GUO JIA MAI, <i>et al.</i> ,)	<u>2:11-CV-01217-PMP-PAL</u>
)	
Plaintiffs,)	<u>ORDER</u>
)	
vs.)	
)	
AMERICAN HOME LOANS)	
SERVICING LP, <i>et al.</i> ,)	
)	
Defendants.)	

Before the Court for consideration is Defendant American Home Loan Servicing, LP,'s Motion to Dismiss (Doc. #8) filed September 12, 2011. Plaintiffs' filed an Opposition to Defendant's Motion (Doc. #35) on January 6, 2012, and Defendant filed a Reply Memorandum (Doc. #36). Also before the Court are Defendant's fully briefed Motion to Strike Plaintiffs' Complaint (Doc. #9), and Plaintiffs' Motion for Leave to File Sur-Reply (Doc. #30) and Amended Complaint (Doc. #31).

Because the Court finds Defendant's Motion to Dismiss (Doc. #8) should be granted, the Court will deny the remaining pending motions.

Specifically, the Court finds that Defendant is entitled to dismissal of each of the claims set forth in Plaintiff's Complaint in accord with the provisions of Rule 12(B)(6) of the Federal Rules of Civil Procedure.

First, Plaintiffs' fail to allege their fraud claims with the particularly required under Rule 9(b) of the Federal Rules of Civil Procedure.

1 Second, the allegations set forth in Plaintiff's Complaint are in inadequate
2 to state claims for violations of Truth and Lending Act, the Real Estate Settlement
3 Procedures Act ("RESPA") and Unfair and Deceptive Acts and Practices ("UDAP").
4 As a result, Plaintiff's Claim for Declaratory Relief also fails.

5 Third, Plaintiffs' have failed to sufficiently allege an entitlement to
6 Injunctive Relief.

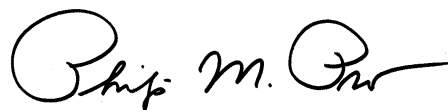
7 Fourth, Plaintiffs' claim fails to efficiently allege a claim for the Breach of
8 the Implied Covenant of Good Faith and Fair Dealings for the reasons set forth in
9 Plaintiffs' Motion.

10 Finally, each of the remaining claims set forth in Plaintiffs Complaint fail
11 for reasons set forth in Defendant's Motion to Dismiss (Doc.'s #8, #11) and Reply
12 (Doc. #36).

13 **IT IS THEREFORE ORDERED** that Defendant American Home Loan
14 Servicing, LP's Motion to Dismiss (Doc. #8) is **GRANTED**, and the judgment is
15 hereby entered in favor of Defendant and against Plaintiffs Guo-Jia-Mai, and Jing-
16 Lin-Liu.

17 **IT IS FURTHERED ORDERED** that all remaining Motions in this case
18 are **DENIED** as moot.

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20 DATED: January 23, 2012.

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PHILIP M. PRO
24 United States District Judge
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